BEFORE THE NEBRASKA PUBLIC SERVICE COMMISSION

IN THE MATTER OF THE PETITION OF GREAT PLAINS COMMUNICATIONS, INC. FOR ARBITRATION TO RESOLVE ISSUES RELATING TO AN INTERCONNECTION AGREEMENT WITH WWC LICENSE L.L.C.	**))))))**	**APPLICATION NO. C-2872**

COMMENTS OF GREAT PLAINS COMMUNICATIONS, INC.
ON ARBITRATOR'S DECISION DATED JULY 1, 2003

I. Introduction

Great Plains Communications, Inc. ("Great Plains") objects to the Arbitrator's Decision issued on July 1, 2003 (the "Decision") with respect to the disposition of Issues 1, 2, 3, 6, 7 and 8. The purpose of these Comments is to present the Commission with an overview of the bases for Great Plains' objections to the Decision and to describe the errors committed by the Arbitrator in connection with the rendering of the Decision.

The Issues presented in this case have been aggressively contested between the parties. A significant record was created after two days of hearings. Great Plains has extensively briefed the Issues, setting forth the facts and the law that support its positions, and submitted a Proposed Order to the Arbitrator that sets forth the conclusions that Great Plains believes the Arbitrator should have reached with regard to each Issue.

Due to the structure of the arbitration process as provided by the Commission's Mediation and Arbitration Policy established in Application No. C-1128, the Commission has not previously been provided with information setting forth Great Plains' positions on the Issues in this case. Therefore, Great Plains has created an Appendix that accompanies these Comments containing information critical to the Commission's consideration and disposition of this matter. References to the Appendix will be made throughout these

Comments by reference to the "tab" number of the Appendix and, when applicable, the appropriate page or pages of the document that appear at such tab number.

The disposition of the Issues in this Arbitration will have serious and far-reaching impacts on Great Plains and its subscribers. More importantly, however, the Commission's disposition of such Issues will have significant policy implications for inter-carrier relations between wireline and wireless carriers throughout the State of Nebraska that will, in turn, have a direct impact on consumers of telecommunications services in this State. Therefore, Great Plains has, and will continue to address each of the Issues presented in a thorough and deliberative manner and urges the Commission to adopt Great Plains' positions set forth in these Comments and as will be further presented during the hearing regarding this case to be held before the Commission on August 19, 2003.

II. Arbitrator Non-Disclosure and Conflict of Interest Considerations

Apart from the Issues presented in this case, matters have arisen that are of significant concern to Great Plains and which, after careful consideration, Great Plains is compelled to bring to the Commission's attention. These concerns relate to certain non-disclosures and actual or potential conflict of interest considerations regarding the Arbitrator selected by the Commission to conduct this arbitration.

The Commission will recall that, notwithstanding considerable efforts to reach agreement on the selection of an arbitrator, the parties were unable to reach agreement on a candidate from the list provided with Mr. Burvainis' letter to the parties dated January 28, 2003. (Tab 1) At one juncture, it appeared that the parties had agreed on a selection (Tab 2), however, WWC License L.L.C. ("WWC") later advised the Commission of its selection of Dr. Griffing. (Tab 3) However, such selection was unacceptable to Great Plains, and thus, due to the impasse in the voluntary selection process, on March 3, 2003, the parties each submitted the name of a proposed arbitrator to the Commission and requested that the Commission make the selection. (Tabs 4 and 5) The Commission selected Dr. Marlon Griffing as the arbitrator.

Dr. Griffing's resume is on file with the Commission. (Tab 6) A comparison of the resume for Dr. Griffing that appears on the website of his current employer, QSI Consulting, Inc. ("QSI") (Tab 7), to the resume on file with the Commission reveals a material discrepancy. The last entry on Dr. Griffing's resume on the QSI website states that Dr. Griffing "[e]valuated and rejected as unpersuasive a market analysis conducted by incumbent local exchange carriers submitted as evidence that inadequate demand existed to support the entry of a competitive wireless carrier in selected Nebraska markets in an Eligible Telecommunications Carrier application." This entry does not appear in the resume on file with the Commission.

The application referenced in the preceding quotation is quite obviously Application No. C-1889 in which WWC was the applicant and Great Plains was an intervener. Great Plains believes that Dr. Griffing's involvement in Application No. C-1889 in which WWC and Great Plains had adverse interests should have appeared on the resume on file with the Commission. Had this entry so appeared, it would have been brought to the Commission's attention, and may well have had a bearing on the Commission's selection of the arbitrator in this case.

Further, in the Decision (Tab 8 at page 18), the Arbitrator makes reference to an order of the Illinois Commerce Commission in Docket No. 00-0700 entered on July 10, 2002 with regard to a sub-issue relating to Issue 3 in this arbitration, namely, whether switching costs should be recovered on a usage-sensitive basis. The Arbitrator stated that the Illinois order "was also persuasive in the Arbitrator arriving at this decision." The "decision" to which the Arbitrator referred was his ruling to exclude switching costs from the proposed reciprocal compensation rate – the largest single adjustment made in Great Plains' proposed reciprocal compensation rate. What is not disclosed is that a key witness in the Illinois Commerce Commission proceeding who supported the position that switching costs should not be recovered on a usage-sensitive basis was Dr. August H. Ankum, Senior Vice President of QSI, the firm with which Dr. Griffing is employed. (Tab 9, see especially pages 11-26) This actual or potential conflict of interest was not disclosed and was only discovered by Great Plains' investigation following the entry of the Decision in this case.

Great Plains has further discovered an additional actual or potential conflict of interest for Dr. Griffing in that his employer, QSI, has an ongoing consulting relationship with Level (3) Communications, LLC in which QSI is assisting to negotiate interconnection arrangements with incumbent LECs for "tandem-routed local calling". (Tab 10, see especially page 7) This is the same routing arrangement, and indeed the same terminology used by WWC, with regard to Issues 7 and 8 in the instant case. Again, Dr. Griffing's resume states that he is a Senior Consultant with QSI, QSI has consulting arrangements and thus a financial interest with at least one client regarding the same issue that is a critical issue in this case, and no disclosure was made of this fact.

The totality of the foregoing presents a very disturbing picture of inadequate disclosures of actual or potential conflicts of interest or partiality of the Arbitrator in this case. Minimally, each of the foregoing should have been disclosed, both to the Commission in its selection process or during the arbitration proceeding, and to Great Plains. Such disclosures having not occurred, the Commission should now carefully consider these factors in its review of the Arbitrator's Decision and its determination of the deference that such Decision is rightfully entitled to receive.

III. The Arbitrator Erred in His Decision of Issues 7 and 8

Great Plains' legal arguments and analysis of the facts in the record relating to Issues 7 and 8 are set out in its Final Offer and Post-Hearing Brief. (Tab 11, pp. 53-66) Great Plains' Proposed Order addresses Issues 7 and 8 at pages 18 through 23. (Tab 12) Rather than repeating the analysis of these Issues set forth therein, Great Plains respectfully refers the Commission to these materials for a complete explanation of Great Plains' positions with regard to these Issues.

The Decision of Issues 7 and 8 is erroneous for at least the following reasons. First, the Arbitrator's ruling on Issues 7 and 8 is not supported by FCC rule or order. Indeed the subject matter of such Issues is the focus of the pending Sprint Petition for Declaratory Ruling Regarding the Routing and Rating of Traffic by ILECs filed with the FCC and made a part of CC Docket No. 01-92 (the "Sprint Petition"), and such proceeding would be unnecessary if the FCC had previously decided these Issues. Second, implementation of the Arbitrator's ruling on Issues 7 and 8 is not technically feasible on a 7-digit dialed basis. Third, such implementation would require Great Plains to provide service for which it is not certified by this Commission, would violate toll dialing parity requirements and would thrust significant and unwarranted costs on Great Plains and ultimately its ratepayers. The overall effect of the Decision relating to Issues 7 and 8, if not overturned, would be to improperly require Great Plains (and by implication, other rural ILECs) to transport toll traffic terminating to wireless carriers to access tandem switches located outside its serving area without routing to an IXC, and would further require Great Plains to incur all the costs of doing so even though the transport facilities to the tandem would be located outside Great Plains' local exchange boundaries.

On July 18, 2002, the FCC released a Public Notice in response to the Sprint Petition. (Tab 13.A) Review of this Public Notice demonstrates that the FCC is currently considering the subject matter of Issues 7 and 8 in such Docket. Great Plains is a member of a coalition of ILECs that filed comments therein. (Tab 13.B) The pendency of the Sprint Petition was brought to the Arbitrator's attention in Great Plains' Brief. (Tab 11, pages 62-63) Incredibly, even though the FCC has not provided such additional guidelines or ruled on the Sprint Petition, the Arbitrator found "that the FCC meant for CMRS carriers to enjoy all the benefits of that designation of the MTA [as the local calling area for mobile calls]. . ." *See*, Decision at page 29 (Tab 8).

The only authority on which the Arbitrator relied to reach his conclusion as to what the FCC "meant" is paragraphs 64-68 of the FCC's *Second Report and Order* regarding dialing parity obligations. These paragraphs do not provide a resolution for Issue 7. If such were the case, the Sprint Petition would have been summarily ruled upon by the FCC and would not be pending before the FCC. Consistent with the foregoing, in its *Second Report and Order*, paragraph 71, the FCC acknowledged the need for future proceedings to identify specific requirements pertaining to local dialing parity, stating: "We therefore *decline to prescribe now any additional guidelines* addressing the methods that LECs may use to accomplish local dialing parity." (emphasis added)

The key language of paragraph 68 of the *Second Report and Order* urged by WWC and accepted by the Arbitrator as dispositive of Issue 7 is: "To the extent that a CMRS provider offers telephone exchange service, such a provider is entitled to receive the benefits of local dialing parity." However, nowhere in this paragraph or elsewhere in the *Second Report and Order* does the FCC state that the scope of a LEC's local dialing parity obligation encompasses the entire MTA. In fact, if Great Plains were to carry traffic terminated to points outside of its local exchanges without customer choice of carrier, it would violate the express requirement of paragraph 41 of the *Second Report and Order* that prohibits a LEC from automatically assigning toll traffic to itself.

In addition to the foregoing deficiency in the Arbitrator's ruling on Issue 7, Great Plains demonstrated at the hearing with regard to Issue 8 that traffic cannot be successfully routed on a seven-digit dialed basis over existing Feature Group D trunk groups, or for that matter on any facilities. Access tandem switches only accept traffic over Feature Group D facilities that are dialed on a 1+ basis. Contrary to the Arbitrator's finding that "a Great Plains switch could perform a "digit insertion" function to allow a 7-digit call to look like a "1-plus" call to the tandem switch", (Decision at page 30, Tab 8), in actuality, Mr. Weston testified as follows on this issue:

> Q. And the question is whether it's possible for Great Plains to program its switch to recognize the 7-digit number, to turn it into something that could be put on the feature group D trunk and delivered to Qwest?
>
> A No. Because the tandem wouldn't – wouldn't accept it. Yes, we could – yes, I – I believe I did say I could program a switch to do anything – or do something similar to that. Only, it wouldn't complete. That's what I base my technicality issue on. . . .
>
> Q. I'm asking if it's technically possible – to program the switch so that when it gets onto the feature group D trunks, it looks like any other 10 plus – 1-plus call?
>
> A. Not that I'm aware of.

Q. Let me ask the question a little bit differently. Is it possible to do digit insertion at the switch so that a 7-digit call looks like a 10-digit call?
A. That is possible.

Tr. 338:14-339:17. The Commission should note the key difference in the Arbitrator's finding and the testimony. The Arbitrator's finding that digit insertion allows a 7-digit call to look like a 1+ call is obviously in conflict with Mr. Weston's testimony. To cause a 7-digit call to "look like" a 10-digit call, it is necessary to digit insert the NPA. Mr. Weston testified this insertion could occur, *however,* he did not testify that such digit insertion allows the tandem switch to process such a call. Indeed, WWC's witness, Mr. Williams, when questioned on this subject admitted that he knew of no LECs that could add SS7 information to a 7-digit call (which is the function of the 1+dialing) that is required for a tandem switch to perform its switching function. (Tr. 533-534).

Great Plains is only authorized to provide local exchange service in Nebraska, and it provides equal access services to interexchange carriers through Feature Group D facilities. The Decision would require Great Plains to route all traffic terminating within an MTA on a 7-digit dialed basis to the access tandem switches with which Great Plains currently interconnects for toll traffic by means of Feature Group D trunk groups. Since this is not technically feasible, Great Plains would be compelled to incur all the costs of establishing Feature Group C trunk groups required to route that traffic. This would mean that every WWC NXX would have to be loaded and rated as a local NXX in every Great Plains switch and routed over dedicated trunks to the applicable tandem. However, there is an additional technical issue even if Feature Group C trunk groups were put in service due to the multiple area codes or NPAs that are assigned to MTA 45 which covers the bulk of Nebraska and portions of Kansas and Iowa. Simply stated, a local Great

Plains switch would be unable to determine which NPA should be inserted into a 7-digit dialed customer call.

In addition, it would be extraordinarily costly for Great Plains - and more importantly, for its customers - to implement the Decision regarding Issues 7 and 8 in all of its exchanges across the State. Costs would include: Feature Group C trunk groups from Great Plains host switches to access tandems would have to be engineered to handle all wireless volumes; additional trunk ports would be required in all Great Plains switches to handle this additional traffic; substantial billing software changes would be required to handle billing changes in 70 exchanges; changes would be required in the routing tables of local switches; and personnel time would be required to make all of these changes and to train customer service personnel. Great Plains would have no choice but to pass these costs on to its customers.

The Arbitrator's rulings on Issues 7 and 8 are flawed and should be reversed by the Commission. The FCC has these very issues currently under consideration. The Commission should await the FCC's definitive ruling on these Issues and reverse the Arbitrator's rulings.

IV. The Arbitrator Erred in His Decision of Issue 3

Great Plains' legal arguments and analysis of the facts in the record relating to Issue 3 are set out in its Final Offer and Post-Hearing Brief. (Tab 11, pp. 18-42) Great Plains' Proposed Order addresses Issue 3 at pages 10 through 14. (Tab 12)

Tab 14 displays the original forward-looking economic cost ("FLEC")-based transport and termination rate proposed by Great Plains. Great Plains final offer made several adjustments to the FLEC rate. Those adjustments reflect:

1. The removal of the digital supervisory frame ("DSF") investment from the study.
2. Inclusion of a transport facility-sharing percentage to account for the sharing such facilities with other utilities and services.
3. An adjustment for land, buildings and warehouse investment to spread this cost across all investments.
4. Addition of minutes carried by transport facilities for Internet usage.
5. An adjustment of special access circuit count based on rate equivalency.

Tab 15 summarizes the results of the foregoing adjustments with switching costs of $0.0103 and transport costs of $0.0129 for a total transport and termination rate of $0.0232 which rate was Great Plains' final offer.

The Arbitrator cited three specific issues that he concluded would require further adjustments the Great Plains FLEC rate.

1.	Traffic sensitivity of the switch.	$0.0060
2.	Removal of remote control unit ("RCU") costs	$0.0024
3.	Adjustment of switch trunk minutes	$0.0008
	Total adjustments	$0.0092

Based on the explanations provided in the Decision, the foregoing adjustments appear to be the only ones that were adopted in the Decision. Other issues were discussed, but were either included in the Great Plains final offer or were dismissed by the Arbitrator. The adjustments reduce the FLEC rate from $0.0232 to $0.0140. The Arbitrator choose to recommend the rate proposed by WWC at $0.00609 apparently because WWC's proposed rate is mathematically closer to $0.0140 than Great Plains' proposed rate ($0.00791 versus $0.0092, a difference of $0.00129). *See,* Decision at page 18 (Tab 8).

The Arbitrator's proposed adjustment of $0.0060 to remove switching costs is based on his conclusion that switching is not traffic sensitive and thus, should be excluded from the FLEC rates. The $0.0060 amount represents the difference between Great Plains' switch matrix and processor costs and the switch cost amount proposed by WWC. However, the amounts used to calculate the difference of $0.0060 are not comparable. Both parties' calculations of the switch matrix and processor costs ($0.0078 for Great Plains and $0.0018 for WWC) were derived as a percentage of total switch costs. However, the Great Plains' total switch costs included the RCU costs and excluded DSF equipment costs. WWC's cost calculation included DSF equipment costs and excluded RCU costs. If as the Arbitrator stated, he believed that the switch matrix and processor costs are not traffic sensitive then the *entire* $0.0078 should have been adjusted out of the FLEC rate. This adjustment would have also excluded the RCU costs since these costs would also be non-traffic sensitive based on the Arbitrator's flawed approach.

What the Decision reveals is that *in addition* to the $0.0060 reduction of switching costs described above, the Arbitrator proceeded to remove the RCU switching investment from the FLEC rate, a further reduction of $0.0024. By so doing, the Arbitrator reduces the Great Plains FLEC rate by $0.0084 when such rate initially only included switching costs of $0.0078 – *a double counting error of $0.0006.*

Even more importantly, the Arbitrator improperly concluded that switching is a non-traffic sensitive cost. Great Plains' arguments supporting the conclusion that switching costs are traffic sensitive are presented on pages 24-29 of Great Plains' Brief. (Tab 11) The Siemens softswitch has several resources that are a cost function of offered load (traffic volume). As explained in the Great Plains Brief (Tab11, pages 24-29), its witnesses demonstrated the traffic sensitive nature of the switch and the causative relationship that exists between offered traffic load and the costs of switch resources. WWC, on the other hand, contended that WWC should not pay for its utilization of the switch resource. WWC argued instead that the responsibility for switch cost recovery should be attributed to the carrier that causes that increment of additional traffic that requires installation of a new switch.

The Arbitrator cited the Illinois Commerce Commission which ruled that since Ameritech ordered switches to serve a discreet number of lines, the switch should be assigned to the loop. Such a finding ignores the fact that the more lines a switch has, the more usage that will occur on the processor and matrix. Thus, the processor and matrix are usage (traffic) sensitive. Further, the finding that the switch is large enough to handle Great Plains' foreseeable capacity does not mean that the processor and matrix are not traffic sensitive or that no one should have to pay for using them. As indicated by Ms. Vanicek in her pre-filed testimony (Exhibit 161), the pricing regime approved by the Arbitrator is non-compliant with FCC Rules. The portion of Great Plains' switching investment included in the FLEC Study is a properly included cost and the Arbitrator's decision that such cost should be excluded from the reciprocal compensation rate should be rejected. The Commission should not lose sight of the fact that the FCC's Interconnection Rules, and particularly such Rules relating to reciprocal compensation, require compensation for transport *and termination.* Rule 51.701(d) defines "termination" as "the switching of telecommunications traffic at the terminating carrier's end office switch, or equivalent facility, and delivery of such traffic to the called party's premises." Of course, the FCC's requirement in this regard is consistent with Section 251(b)(5) of the Act that requires the establishment of reciprocal compensation arrangements for transport and termination.

Furthermore, the Arbitrator's exclusion of RCU costs from the FLEC rate is also incorrect and reflects a failure to grasp the essential switching functions of an RCU. The testimony of Great Plains' witness, Jim Weston, demonstrates that an RCU switches local traffic. Tab 16 depicts RCU switching of local calls independent of the rest of the switching network. This does not occur only in an emergency condition as the Arbitrator concluded. Rather, the RCU would be utilized for normal switching of local calls, and is functionally equivalent to a remote switch in use today in Great Plains' network. Without the switching functionality of the RCU, subscribers of Great Plains that would be served by the RCU could not originate calls to WWC's subscribers nor could WWC's subscribers terminate calls to Great Plains subscribers served from the RCU.

A further incorrect adjustment in Great Plains' FLEC rate was made by the Arbitrator based on his conclusion that trunk equipment costs of the switch should be divided by all switched minutes. The Arbitrator's conclusion on this point was based on a statement made by WWC's witness that all minutes are delivered to trunk side ports.

The diagram provided at Tab 16 illustrates a Hi A / RCU softswitch configuration clearly showing that a locally switched call does not use the trunk connections of the switch. This is true of all switches used in Great Plains' network. Local calls use a line-to-line connection and are not passed to the trunk units of the switch. The trunk portion of switching costs included in the FLEC Study should be allocated only to transport minute demand and thus, the Arbitrator's adjustment to the Great Plains' FLEC rate of $0.0008 is flawed and also must be corrected by the Commission.

Great Plains requests that the Commission reverse the Arbitrator's reductions in Great Plains' final offer reciprocal compensation rate, and that the rate of $.0232 be approved by the Commission.

V. The Arbitrator Erred in His Decision of Issues 1 and 2

Great Plains' legal arguments and analysis of the facts in the record relating to Issues 1 and 2 are set out in its Final Offer and Post-Hearing Brief. (Tab 11, pp. 5-18) Great Plains' Proposed Order addresses Issues 1 and 2 at pages 4 through 10. (Tab 12)

The Arbitrator's ruling that the scope of an ILEC's local service area is to be defined as co-extensive with the MTA is without merit. The Arbitrator based his decision on paragraph 1036 of the FCC's *First Report and Order* to the exclusion of all other findings in the *First Report and Order* and subsequent FCC Orders. Although in paragraph 1036 the FCC defined the MTA as a local service area for purposes of reciprocal compensation, the FCC specifically excluded such traffic from reciprocal compensation if carried by an IXC in paragraph 1043 of the *First Report and Order*. This fact was ignored by the Arbitrator without explanation.

Issue 2 dealt with a determination of traffic subject to reciprocal compensation. The Arbitrator either completely ignored the definitions of "telephone exchange service" and "telephone toll service" as found in the Telecommunications Act of 1996 (the "Act"), or erroneously concluded that he possessed the authority to rewrite these definitions. Great Plains' witness, Dan Davis, presented testimony regarding the interrelationship of the provisions of the FCC's ISP Order and Section 251(g) and 251(b)(5) of the Act. *See*, Transcript 438:3-443:3. The Arbitrator ignored this analysis and the fact the ILECs must route telephone toll calls to IXCs.

An analysis of the applicable provisions of the Act and the applicable FCC decisions on this issue is set forth on pages 8-18 of Great Plains Brief submitted to the Arbitrator. (Tab 11) The Arbitrator failed to credit this analysis and such decision constitutes error. Great Plains requests that the Commission reverse the Arbitrator's Decision on Issues 1 and 2, and that Great Plains' final offers regarding these two issues be adopted by the Commission.

VI. The Arbitrator Erred in His Decision of Issue 6

Great Plains' legal arguments and analysis of the facts in the record relating to Issue 6 is set out in its Final Offer and Post-Hearing Brief. (Tab 11, pp. 51-53) Great Plains' Proposed Order addresses Issue 6 at pages 17 and 18. (Tab 12)

In the Decision at page 26, the Arbitrator states: "The Filed Rate Doctrine controls the pricing of facilities for interconnection between the parties. The purpose of this legal principle is to prevent discrimination by common carriers among their customers." WWC did not dispute that the filed rate doctrine is intended to prevent discrimination between customers. Notwithstanding the foregoing, the Arbitrator, without explanation, adopted WWC's final offer on Issue 6 and required Great Plains "to provision facilities at the lowest published rate." Decision at p. 27.

Great Plains' FCC Tariff No. 3 requires that if a customer's estimate of interstate traffic on a facility constitutes 10% or less of the total traffic, then such service is governed by Great Plains' intrastate tariffs. Rather than allowing WWC to arbitrarily pick the lowest published rate for a facility, the rate applicable to the facility requested by WWC from Great Plains should be governed by the nature of the traffic carried on such facility. Further, if and when WWC requests facilities from Great Plains in order to establish a direct connection with WWC on the WWC side of the POI, WWC should bear the charges for such facilities. Consistent with the foregoing reasoning, the Decision concerning this Issue 6 should be reversed by the Commission.

VII. Conclusion

For the reasons set forth above, Great Plains respectfully requests that the Commission reverse the Arbitrator's Decision in the particular respects described herein, and that the Commission enter its Order implementing Great Plains' final offers with respect to Issues 1, 2, 3, 6, 7 and 8 as presented in this case.

Dated: August 11, 2003.

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CERTIFICATE OF SERVICE

On this 11th day of August, 2003, a true and correct copy of the foregoing Comments was transmitted by hand delivery to each of the Commissioners of the Nebraska Public Service Commission; transmitted by hand delivery to Chris Post, NPSC Staff Attorney, and to Gene Hand, Director of Telecommunications, 300 The Atrium, 1200 N Street, Lincoln, NE 68508; and transmitted by Federal Express delivery to Philip R. Schenkenberg, 2200 First National Bank Building, St. Paul, Minnesota 55101, legal counsel for WWC License L.L.C.

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